

SERIAL 03244 - C BUSINESS CARD PRINTING (NIGP 96607)

CONTRACT PERIOD THROUGH MARCH 31, 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BUSINESS CARD PRINTING (NIGP 96607)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **MARCH 18, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/jmk
Attach

Copy to: Clerk of the Board
Tom Campbell, Reprographics Department
Sharon Tohtsoni, Materials Management

(Please remove Serial 98232 from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **BUSINESS CARD PRINTING (NIGP 96607)**

1.0 INTENT:

The intent of this Invitation for Bids is to establish a contract for the printing of Business Cards for all Maricopa County Agencies and Departments. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

Respondents should understand that the contract resultant of this solicitation is for providing business cards for approximately 10,000 County employees. The awarded contractor is advised of the following:

- Up to 350 authorized individuals, will be ordering business cards.
- The majority of the orders may be termed "low volume".
- Required "turn around" for orders is three (3) days after receipt of order, to numerous agencies within Maricopa County.
- Utilization of the "Procurement Card" and "Internet Ordering Capability" is a MANDATORY requirement of the resultant contract.
- Maricopa County reserves the right to inspect the respondent's/contractor's facility at any time, to ensure full and complete compliance with this solicitation/contract.

2.0 TECHNICAL SPECIFICATIONS:

2.1 Bidders shall have printing facilities located within Maricopa County capable of providing the following:

- 2.1.1 Proofs of printing when required
- 2.1.2 Coordination with County Using Departments and/or Agencies.
- 2.1.3 Rush delivery service when required.
- 2.1.4 Maricopa County reserves the right to inspect the respondent's/contractor's facility at any time to ensure full and complete compliance with this solicitation/contract.

2.2 Business Cards shall be packaged in boxes of 500. A card shall be affixed to the outer box to identify its contents.

2.3 Both Flat and Thermographic printing is required on this Contract. Sizes 3-1/2" x 2". Business cards have 5 to 8 lines of type and shall be printed in various colors of ink.

2.4 Pricing will be requested on quantities of 500 and 1000 cards and shall include all artwork, typesetting, and set-up charges. The County will provide artwork on existing seals and logos.

2.5 The type of seals used include, but are not limited to the following:

Maricopa County	Flood Control	Constables Star
State of Arizona	Civil Defense	Sheriff's Star
Encircled State of Arizona	Maricopa Medical Center	Parent Support Center

2.6 Samples of type and styles of Business Cards required are available for inspection at the Maricopa County Materials Management Department, Graphic Communications, 320 West Lincoln, Phoenix, Arizona 85003.

2.7 The Bidder shall submit with bid the following:

- 2.7.1 Samples of Business Cards produced at Bidder's plant.
- 2.7.2 Samples of paper stock proposed.

2.8 Maricopa County spending is currently approximately \$30,000 per year for Business Cards. However, this is an estimate and future expenditures are based on actual need and the Departments and/or Agencies budget.

2.9 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.10 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within three (3) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.11 FAILURE TO MEET DELIVER REQUIREMENTS:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.12 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.13 SHIPPING:

Bid prices shall be made F.O.B. destination freight pre-paid to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.14 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.15 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have **three (3)** days to perform its inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.16 ADDITIONAL/OTHER PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested

2.17 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.17.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 2.17.2 Pricing pages, MANDATORY (Attachment A)
- 2.17.3 Pricing (Attachment A) on 3.5" diskette
- 2.17.4 Vendor Information, MANDATORY (Attachment D)
- 2.17.5 Agreement page, MANDATORY (Attachment B)
- 2.17.6 References (Attachment C)

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a **three (3)** year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.6 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.7 INDEMNIFICATION AND INSURANCE:

3.7.1 INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.7.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, COUNTY, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including COUNTY.

The scope of this indemnification does not extend to the sole negligence of COUNTY.

3.8 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that **shall** be used by the County to place and make payment for orders under the Contract. **Contractors without this capability shall be considered non-responsive and not eligible for award consideration.**

3.9 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place all orders under this Contract. Contractors without this capability shall be considered non-responsive and not eligible for award consideration.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA ~~STAN FISHER~~, SENIOR PROCUREMENT CONSULTANT,
602-506-~~3274~~ **3504**
(~~sfisher@mail.maricopa.gov~~)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.11 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled) and one (1) "copy (labeled as such) and an electronic copy of pricing on a 3.5" diskette. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

BCX PRINTING #1, 613 E INDIAN SCHOOL ROAD, PHOENIX, AZ 85012

PRICING SHEET C769004 / B0603403
NIGP CODE 96607

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS
BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? X YES NO

INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION	QTY. OF 500	QTY. OF 1000
<u>THERMOGRAPHIC:</u>		
1. Gold Seal, Black Ink, White Linen Stock. (80 LB)	\$18.68	\$19.70
2. Gold Seal, Black Ink, White #80 Stock. (100 LB)	\$17.10	\$18.10
3. Gold Seal, Brown Ink, Ivory Linen Stock. (80 LB)	\$18.68	\$19.70
4. Gold Seal, Brown Ink, Ivory Vellum Stock. (65 LB)	\$17.00	\$18.00
5. Black Seal, Black Ink, White Linen Stock. (100 LB)	\$15.00	\$18.00
6. Black Seal, Black Ink, White #80 Stock. (100 LB)	\$13.95	\$15.29
7. Blue Seal, Blue Ink, White Linen Stock. (80 LB)	\$16.90	\$18.50
8. Blue Seal, Blue Ink, White Vellum Stock. (65 LB)	\$15.55	\$16.90
9. Blue Seal, Blue Ink, White Crosspoint Recycled Stock. (80 LB)	\$16.80	\$17.82
10. Gold Seal, Blue Ink, White Linen Stock. (80 LB)	\$17.40	\$18.50
11. Brown Ink, Ivory Stock	\$15.55	\$16.90
12. 2-Sided Gold Seal, Block Text, White Linen. (80 LB)	\$20.00	\$21.10
13. Pic Gray Stock, Burgundy Ink	\$15.55	\$16.90

BCX PRINTING #1, 613 E INDIAN SCHOOL ROAD, PHOENIX, AZ 85012

ITEM DESCRIPTION	QTY. OF 500	QTY. OF 1000
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FLAT PRINTING:

14. Gold Seal, Black Ink, White #80 Stock. (100 LB)	\$17.10	\$18.10
15. Black Seal, Black Ink, White #80 Stock. (100 LB)	\$13.95	\$15.29
16. Blue Seal, Blue Ink, White Vellum Stock. (65 LB)	\$15.55	\$16.90
17. Gold Seal, Blue Ink, White Linen Stock. (80 LB)	\$17.40	\$18.50
18. Encircle Gold State Seal, Blue Ink, White #80 Stock. (100 LB)	\$17.10	\$18.10
19. Blue Logo, Blue Ink, Lt Blue #80 Stock. (100 LB)	\$15.20	\$16.20
20. Blue Logo, Blue Ink, White Crosspoint Recycled Stock. (80 LB)	\$16.80	\$17.82

IMPRINTING:

21. Imprint three lines of type on County furnished Juvenile Court Center Business Cards.	\$9.00	\$12.00
22. Brown Ink, Ivory Stock	\$10.00	\$13.00
23. Health Services, 2-Color, White Linen. (80 LB)	\$17.90	\$19.00
25. Bidders shall indicate if they will accept orders on other types and styles of Business Cards, other than those itemized on this contract or on an individually quoted basis.	<u> X </u> Yes	

Terms: 1% 10 DAYS, NET 30

Federal Tax ID Number: 86-0749511

Vendor Number: 860749511 A

Telephone Number: 602-241-0833

Fax Number: 602-241-0841

Contact Person: JOE RODRIGUEZ

E-mail Address: bcxjoe@qwest.net

Company Web Site: www.bcxphoenix@qwest.net

Insurance Certificate Required

Contract Period: To cover the period ending MARCH 31, 2007.